

A. G. Contract No. KR94 1762TRN  
ECS File No.: JPA 94-122  
Project: Various ADOT ORGS  
Section: Provide Training

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
ARIZONA WESTERN COLLEGE

THIS AGREEMENT is entered into 22 September, 1995,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-  
954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
ARIZONA WESTERN COLLEGE, acting by and through its PRESIDENT (the  
"College").

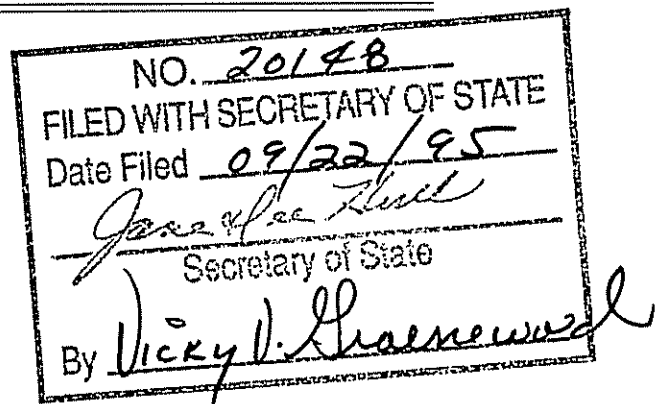
I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The College is empowered by Arizona Revised Statutes  
Section 15-1444 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has authorized  
the undersigned to execute this agreement on behalf of the  
College.

3. The State has a continuing requirement for various  
trade, technical and professional training such as welding,  
construction inspection, leadership certification, etc. The  
State does not employ the necessary technically skilled  
instructors to provide this training. The College has agreed to  
arrange and provide the desired training.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:



## II. SCOPE

### 1. The State will:

a. Appoint a training coordinator within the ADOT to interface with the College relating to the training. Provide appropriate advance notification to the College of the various types of desired training. Coordinate as required with the College to arrange and receive the training.

b. Be responsible for all costs or fees associated with the training, as in a typical community college/student relationship, in an amount estimated at \$20,000.00 per state fiscal year.

c. Reimburse the College within 30 days after receipt and approval of training invoices. Such reimbursements will be in the form of State purchase orders, financed by the budget of the individual organizations within ADOT receiving the training.

### 2. The College will:

a. Appoint a training coordinator within the organization to interface with the State relating to the training. Coordinate the administrative aspects of the training.

b. Provide training curriculum and approved certified instructors for courses requested by the State that have an agreed minimum number of enrollees.

c. Invoice the State upon the beginning of each class.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party upon thirty (30) days written notice to the other, or other competent authority.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Human Resource Development Center  
1130 North 22nd Avenue Mail Drop 069R  
Phoenix, AZ 85009-3716

Arizona Western College  
President  
Box 929  
Yuma, AZ 85366

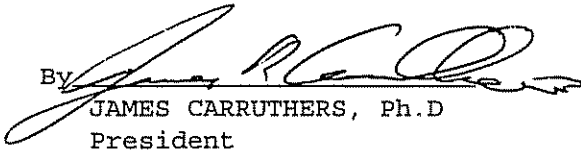
7. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

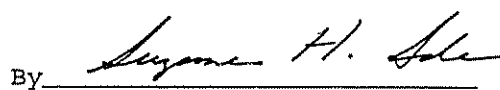
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

ARIZONA WESTERN COLLEGE

STATE OF ARIZONA

Department of Transportation

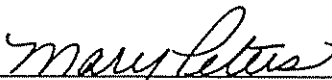
By   
JAMES CARRUTHERS, Ph.D  
President

By   
SUZANNE H. SALE, Director  
Administrative Services  
Division

RESOLUTION

BE IT RESOLVED on this 18th day of July 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Administrative Services Division, to enter into an agreement with Arizona Western College for the purpose of defining responsibilities for the College to provide various trade, technical and professional training.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Administrative Services Division.

  
for LARRY S. BONINE  
Director

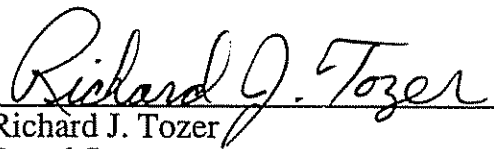
## **RESOLUTION**

August 15, 1995

Be it resolved that the Yuma/La Paz Counties Community College District Governing Board hereby authorizes the administration to accept an Intergovernmental Agreement between Arizona Western College and the State of Arizona, acting by and through its Department of Transportation, effective at such time as it is filed with the Secretary of State.

Be it further resolved that the President of Arizona Western College is authorized to accept and sign the Intergovernmental Agreement and any amendments thereto on behalf of the College.

This Resolution was adopted by the Yuma/La Paz Counties Community College District Governing Board at its regular meeting of August 15, 1995.

  
Richard J. Tozer  
Board Secretary

APPROVAL OF THE ARIZONA WESTERN COLLEGE

ATTORNEY

I have reviewed the attached proposed agreement, between the DEPARTMENT OF TRANSPORTATION, ADMINISTRATIVE SERVICES DIVISION, and the ARIZONA WESTERN COLLEGE and declare this agreement to be in proper form and within the powers and authority granted to the College under the laws of the State of Arizona.

DATED this 11<sup>th</sup> day of August, 1994. <sup>5</sup> *jc*

*John C. Richman*



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94-1762-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15th day of September, 1995.

GRANT WOODS  
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
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